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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

BY: \_\_\_\_\_

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14 *Attorneys for Plaintiff*  
15 *and the proposed Class*

16 UNITED STATES DISTRICT COURT  
17 CENTRAL DISTRICT OF CALIFORNIA

18 RUZICA MIZUTANI, on Behalf of  
19 Herself and All Others Similarly  
20 Situated,

21 Plaintiff,

22 vs.

23 CITIBANK, N.A., a National Bank;  
24 and DOES 1 through 10, inclusive;

25 Defendant.

Case No. **CV 11-01723** VBF(JLx)

**CLASS ACTION COMPLAINT FOR  
DAMAGES BASED ON:**

1. **FAILURE TO PAY WAGES**  
(Labor Code §§ 510, 1194)
2. **FAILURE TO PAY OVERTIME  
COMPENSATION (Labor Code  
§510, IWC 4-2001)**
3. **FAILURE TO PROVIDE MEAL  
AND REST PERIODS (Labor**

Code § 226.7)

4. **FAILURE TO PAY ALL WAGES OWED EVERY PAY PERIOD (Labor Code § 204)**
5. **FAILURE TO PAY ALL WAGES UPON TERMINATION (Labor Code § 203)**
6. **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES (Labor Code §2802)**
7. **UNFAIR COMPETITION (Bus. & Prof. Code § 17200)**

**JURY TRIAL DEMANDED**

Plaintiff RUZICA MIZUTANI ("Plaintiff"), individually, and on behalf of all other similarly situated current and former personal bankers of Defendant CITIBANK, N.A. or their parents, subsidiaries, divisions, related or successor companies ("Defendant"), and DOES 1 through 100, inclusive (collectively "Defendant"), in California, hereby alleges as follows:

### **INTRODUCTION**

1. Plaintiff brings this class action against Defendant, and each of them to recover, on behalf of herself and all individuals employed as personal bankers by Defendant CITIBANK, N.A., at its California-based branches for unpaid wages, unpaid overtime compensation, unpaid meal and rest period compensation, waiting time penalties, sufficient indemnification for necessary expenditures, remedies for violation of the California Business and Professions Code, and for prohibited forms of payment; interest; penalties; attorneys' fees, costs and expenses; nominal, compensatory,

1 liquidated, punitive and exemplary damages; and equitable, restitutionary and injunctive  
2 relief. Plaintiff reserves the right to name additional Class representatives.

3 2. The Class claims arise from Defendant's policy and practice of failing to pay  
4 wages, failing to pay overtime compensation, failing to provide meal and rest periods,  
5 and failing to reimburse personal bankers for out-of-pocket expenses incurred while  
6 soliciting clients. The duties actually performed by personal bankers render them to be  
7 non-exempt employees.

8 3. All of the foregoing is in violation of applicable California law.

9 4. Since this case involves a company-wide policy and practices, this class  
10 action is particularly amenable to class treatment.

11 5. Accordingly, Plaintiff shall seek certification of the following class, defined  
12 as follows:

13 *All current and former employees of Defendant Citibank,*  
14 *N.A. who hold or held the position of personal banker in*  
15 *California at any time beginning four (4) years prior to*  
16 *the filing of this Complaint, through the date notice is*  
17 *provided to the class.*

#### 18 JURISDICTION AND VENUE

19 6. This Court has jurisdiction over this action under 28 U.S.C. § 1332(a) and  
20 (d), by virtue of the fact that this is a civil class action wherein the matter in controversy,  
21 exclusive of interest and costs, exceeds the jurisdictional minimum for this statute and of  
22 the Court. The parties to this action are citizens of different states, the acts and omissions  
23 complained of in this action took place, in whole or in part, in the State of California.

24 7. The Central District of California has personal jurisdiction over Defendant  
25 because it is doing business in California, and in this district, and because many of the

1 acts complained of and giving rise to the claims alleged occurred in California and in this  
2 district.

3 8. Venue is proper in the United States District Court, Central District of  
4 California pursuant to 28 U.S.C. § 1391(d) because a substantial portion of events and  
5 omissions giving rise to Plaintiff's claims occurred in this District, and because there is  
6 personal jurisdiction in this District over the named Defendant because it regularly  
7 conducts business in this judicial district.

8 **PARTIES**

9 9. Plaintiff RUZICA MIZUTANI is an individual over the age of eighteen and  
10 at all relevant times, was a resident of the State of California. At all relevant times,  
11 Plaintiff MIZUTANI was employed by Defendant CITIBANK, N.A. as a personal banker  
12 at its Pasadena branch. Plaintiff was employed by Defendant in California from October  
13 2007 to September 2010.

14 10. Defendant CITIBANK, N.A. is a national bank that owns and operates  
15 numerous branches all over the United States, including in the State of California.  
16 Plaintiff is informed and believes, and based thereon alleges that Defendant CITIBANK,  
17 N.A., at all times relevant hereto was a corporation or other business entity qualified to  
18 transact and conduct business in the State of California, and did transact and conduct  
19 business for the purpose of providing banking services, in the State of California,  
20 including the County of Los Angeles, with its principal place of business located in New  
21 York.

22 11. Plaintiff is informed and believes and thereupon alleges that, at all times  
23 herein mentioned, Defendant CITIBANK, N.A. was and is a national bank regularly  
24 employing well over 800 personal bankers in the State of California.

25 12. The true names and capacities, whether corporate, associate, individual or  
otherwise of Defendant CITIBANK, N.A. and DOES 1-10, inclusive, are unknown to

1 Plaintiff, who therefore sues said Defendant by such fictitious names pursuant.  
2 Defendant designated herein as a DOE is negligently or otherwise legally responsible in  
3 some manner for the events and happenings herein referred to and caused injuries and  
4 damages proximately thereby to the Plaintiff, as herein alleged. Plaintiff will ask leave of  
5 Court to amend this Complaint to show their names and capacities when the same have  
6 been ascertained.

7 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 13. Plaintiff RUZICA MIZUTANI was employed as a personal banker by  
9 Defendant CITIBANK, N.A. at its location in Pasadena, California from October 2007 to  
10 September 2010. At all relevant times, Plaintiff was paid principally on a salary basis,  
11 regardless of the hours actually worked. At all relevant times, Defendant misclassified its  
12 personal bankers as salaried employees who were exempt from wage and hour  
13 regulations and exempt from overtime compensation.

14 14. During the Class Period, Plaintiff and members of the Class were required to  
15 work over eight (8) hours a day and/or over forty (40) hours a week, but were not  
16 compensated for such overtime work. Plaintiff and members of the Class were  
17 specifically instructed not to record overtime hours by Defendant's management. For  
18 this reason, Defendant did not pay Plaintiff and members of the Class minimum wages in  
19 accordance with the law.

20 15. During the Class Period, Plaintiff and members of the Class were not  
21 provided their thirty (30) minute meal period and/or their ten (10) minute rest periods.  
22 Defendant knew or should have known that its employees including Plaintiff and  
23 members of the Class were not being provided with or were not being allowed to take  
24 their meal and rest periods as required by law and did not take steps to address the  
25 situation. It is Defendant's policy and practice not to pay or otherwise compensate its  
personal bankers for such unprovided meal and rest periods.

1           16. During the Class Period, Plaintiff and members of the Class were not  
2 reimbursed for out-of-pocket expenses, including meals, travel and related costs, which  
3 they were required to personally incur while soliciting new clients on behalf of Defendant  
4 CITIBANK, N.A. As part of their job responsibilities, client solicitation was required of  
5 Plaintiff and Class members, at their own expense.

6           17. Plaintiff is informed and believes and based thereon alleges that each and  
7 every act and omission alleged herein was performed by, and/or attributable to Defendant  
8 CITIBANK, N.A. and/or DOES 1-100 acting as agents and/or employees, and/or under  
9 the direction and control of Defendant, and that said acts and failures to act were within  
10 the course and scope of said agency, employment and/or direction and control, and were  
11 committed willfully, maliciously, oppressively, and fraudulently.

12           18. As a direct and proximate result of the unlawful actions of Defendant,  
13 Plaintiff and members of the Class have suffered and continue to suffer from loss of  
14 earnings in amounts as yet to be ascertained, but subject to proof at trial in amounts in  
15 excess of the minimum jurisdiction of this Court.

#### 16                                   CLASS ACTION ALLEGATIONS

17           19. Plaintiff brings this action for violations of California's Labor Code as a  
18 class action, pursuant to Code of Civil Procedure § 382 and Business & Professions Code  
19 § 17200, on behalf of herself and all others similarly situated. Plaintiff seeks to represent  
20 the following class:

21                   *All current and former employees of Defendant Citibank,*  
22                   *N.A. who hold or held the position of personal banker in*  
23                   *California at any time beginning four (4) years prior to*  
24                   *the filing of this Complaint, through the date notice is*  
25                   *provided to the class.*

20. This action is appropriately suited for Class Action status because:

- 1 (A) The potential Class is numerous. Plaintiff is informed and believes,  
2 and based thereon alleges, that Defendant currently employs over 800  
3 personal bankers throughout California. Joinder of all affected  
4 employees individually would be impractical;
- 5 (B) This action involves common questions of law and fact to the  
6 potential Class because the action focuses on Defendant's systematic  
7 course of its practices and policies throughout the State of California,  
8 which have been applied to all affected employees and others  
9 similarly situated, in violation of the California Industrial Welfare  
10 Commission Wage Orders, the California Labor Code, and California  
11 Business and Professions Code (which prohibits unfair and unlawful  
12 business practices arising from such violations);
- 13 (C) The claims of the named Plaintiff, and as yet other unnamed Class  
14 Representatives, are typical of the Class because Defendant subjected  
15 all of the affected employees to similar and/or identical violations of  
16 the California Industrial Welfare Commission Wage Orders, The  
17 California Labor Code, and the California Business and Professions  
18 Code, which prohibits unfair and unlawful business practices arising  
19 from such violations;
- 20 (D) The named Plaintiff, and as yet other unnamed Class Representatives,  
21 is able to fairly and adequately protect the interests of all members of  
22 the Class, because it is in her best interest to prosecute the claims  
23 alleged herein to obtain full compensation due for all of the services  
24 rendered and hours worked.

25 21. A class action is the best method to fairly and efficiently adjudicate the  
controversy between the parties in light of the fact that:

- 1 (A) Common questions of law and fact predominate over individual  
2 questions that may arise, such that there would be enormous  
3 economies to the Courts and the parties in litigating the common  
4 issues on a class-wide instead of a repetitive basis;
- 5 (B) The size of each Class member's damage claim is too small to make  
6 individual litigation an economically viable alternative, such that few  
7 Class members have any interest in controlling the prosecution of  
8 separate actions;
- 9 (C) A class action is required for optimal deterrence and compensation  
10 and for limiting the court-awarded reasonable legal expenses incurred  
11 by Class members; and
- 12 (D) Should individual Class members be required to bring separate  
13 actions, our courts would be confronted with a multiplicity of  
14 lawsuits, thus burdening the court system while also creating the risk  
15 of inconsistent rulings and contradictory judgments. In contrast to  
16 proceeding on a case-by-case basis, in which inconsistent results  
17 would magnify the delay and expense to all parties and the court  
18 system, this class action will not present any real management  
19 difficulties while providing unitary adjudication, economies of scale  
20 and comprehensive supervision by a single court.

21 22. Class certification is also proper because Defendant have acted or refused to  
22 act on grounds generally applicable to the Class, making class action certification  
23 appropriate.

24 23. Common questions of law and fact predominate for all Class members over  
25 any issues that are particular to any individual member of the Class. The questions of  
law and fact common to the Class include, but are not limited to:



- 1 (A) Whether Plaintiff and members of the Class are engaged in primarily  
2 non-exempt work;
- 3 (B) Whether Defendant failed to pay their non-exempt employees for all  
4 hours worked;
- 5 (C) Whether Defendant failed to pay wages for overtime hours worked as  
6 required by California law;
- 7 (D) Whether Defendant failed to pay all wages owed every pay period as  
8 required by California law;
- 9 (E) Whether Defendant failed to pay all wages upon termination as  
10 required by California law;
- 11 (F) Whether Defendant has policies and practices that result in violation  
12 of Labor Code section 226.7 in that non-exempt employees are not  
13 provided with meal and rest periods;
- 14 (G) Whether Defendant violated Labor Code section 2802 by not  
15 indemnifying personal bankers for necessary expenditures;
- 16 (H) Whether practices and schemes employed by Defendant constituted a  
17 violation of the California Business & Professions Code section  
18 17200 et seq. as a deceitful, unlawful, or unfair business practice  
19 within the meaning of the Business & Professions Code; and
- 20 (I) Whether Plaintiff and members of the Class are entitled to unpaid  
21 wages, waiting time penalties and other relief.

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23 ///

24 ///

**FIRST CAUSE OF ACTION**

**FAILURE TO PAY WAGES  
(Labor Code §§ 510, 1194)**

24. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

25. During the Class Period, Defendants have had a policy of failing to compensate wages to Plaintiff and members in violation of California wage and hour laws by requiring Plaintiff and Class members to work more than eight (8) hours per day and more than forty (40) hours per week. Defendant did not pay Plaintiff and members of the Class wages and, as applicable, overtime wages for all hours worked. As alleged above, Defendants willfully violated provision of Labor Code section 1194.

26. As a result of the unlawful facts of Defendants in failing to pay all wages and overtime wages, Plaintiff and members of the Class have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194.

**SECOND CAUSE OF ACTION**

**FAILURE TO PAY OVERTIME COMPENSATION  
(Violation of California Labor Code §§ 510, 1194, 1194.2, IWC 4-2001)**

27. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

28. Pursuant to California Labor Code §§ 510, 1194, 1194.2, and IWC 4-2001, it is unlawful for an employer to fail to pay employees at one and one-half (1.5) times the regular rate for all hours worked over eight (8) in a day and/or all hours worked over forty (40) in a week.

1        29. During the Class Period, Defendant maintained and enforced policies and  
2 practices requiring Plaintiff and members of the Class to work in excess of eight (8)  
3 hours per day and/or over forty (40) hours per week. Defendant compensated Plaintiff  
4 and the Class no overtime pay despite its employees working beyond eight (8) hours a  
5 day and/or beyond forty (40) hours a week or according to California law.

6        30. Plaintiff and the Class are entitled to their unpaid overtime wages according  
7 to proof, interest, attorneys' fees, and costs pursuant to Labor Code § 1194, subdivision  
8 (a).

9  
10                    **THIRD CAUSE OF ACTION**

11                    **FAILURE TO PROVIDE MEAL AND REST PERIODS**  
12                    **(Labor Code § 226.7)**

13        31. Plaintiff re-alleges and incorporates by reference the allegations contained in  
14 the preceding paragraphs as though fully set forth herein.

15        32. Pursuant to Labor Code section 226.7 and IWC Wage Order 4-2001,  
16 Defendant was required to provide Plaintiff and members of the Class with a thirty (30)  
17 minute uninterrupted meal period for each scheduled work shift of more than five and a  
18 half hours and a ten (10) minute uninterrupted rest period for each scheduled work shift  
19 of four hours.

20        33. Plaintiff and members of the Class regularly worked in excess of four hours  
21 a day without being afforded an uninterrupted ten (10) minute rest period and/or worked  
22 in excess of five and a half hours a day without being afforded an uninterrupted thirty  
23 (30) minute meal period as required by Labor Code section 226.7 and IWC Wage Order  
24 4-2001.

25        34. By its failure to provide meal and rest periods as required by California law,  
and failing to provide compensation for such unprovided rest periods as alleged above,

1 Defendant willfully violated Labor Code section 226.7 and IWC Wage Order No. 4-  
2 2001.

3 35. As a result of the unlawful acts of Defendant in failing to provide meal and  
4 rest periods, Plaintiff and members of the Class have been deprived of and are entitled to  
5 recovery of one hour's pay for each rest period and meal period not provided as provided  
6 by Labor Code section 226.7, plus interest, attorneys' fees and costs.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PAY ALL WAGES OWED EVERY PAY PERIOD**

9 **(California Labor Code §204)**

10 36. Plaintiff re-alleges and incorporates by reference the allegations contained in  
11 the preceding paragraphs as though fully set forth herein.

12 37. Pursuant to Labor Code section 204, Plaintiff and members of the Class  
13 were/are entitled to receive on regular paydays all wages earned for the pay period  
14 corresponding to the payday.

15 38. During the Class Period, Defendant failed to pay Plaintiff and members of  
16 the Class all wages earned each pay period. Plaintiff is informed and believes and based  
17 thereon alleges that at all times during the Class Period, Defendant maintained a policy or  
18 practice of not paying Plaintiff and members of the Class: (i) minimum wages for all  
19 hours worked; (ii) overtime wages for all overtime hours worked; and (iii) premium  
20 wages for all missed meal and rest periods.

21 39. As a result of Defendant's unlawful conduct, Plaintiff and members of the  
22 Class have suffered damages in an amount to be proven at trial, to the extent that they  
23 were not paid all wages each period.

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**FIFTH CAUSE OF ACTION**

**FAILURE TO PAY ALL WAGES UPON TERMINATION**

**(California Labor Code §203)**

40. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

41. Pursuant to Labor Code sections 201 and 202, Plaintiff and members of the Class were entitled upon termination, to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within seventy-two (72) hours after giving notice of resignation or, if they gave seventy-two (72) hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

42. During the Class Period, Defendant failed to pay Plaintiff and members of the Class all wages earned and unpaid prior to termination in accordance with Labor Code sections 201 or 202. Plaintiff is informed, believes, and thereon alleges, that at all relevant times within the Class Period applicable to this cause of action, Defendant maintained a policy and practice of not paying Plaintiff and other members of the Class upon termination: (i) minimum wages for all hours worked; (ii) overtime wages for all overtime hours worked; and (iii) all earned premium wages as a result of missed rest periods.

43. Defendant's failure to pay Plaintiff and members of the Class all wages earned prior to termination in accordance with Labor Code sections 201 or 202 was willful. Defendant had the ability to pay all wages earned by employees prior to termination in accordance with Labor Code sections 201 or 202, but intentionally adopted policies and/or practices incompatible with the requirements of Labor Code sections 201 or 202. When Defendant failed to pay upon termination all wages earned prior to

1 termination, Defendant knew what it was doing and intended to do what it did.

2 44. Pursuant to Labor Code sections 201 and/or 202, Plaintiff and members of  
3 the Class are entitled to all wages earned prior to termination that Defendant did not pay  
4 them.

5 45. Pursuant to Labor Code section 203, Plaintiff and members of the Class are  
6 entitled to continuation of their wages, from the day their earned and unpaid wages were  
7 due upon termination until paid, up to a maximum of thirty (30) days.

8 46. As a result of Defendant's conduct, Plaintiff and members of the Class  
9 have suffered damages in an amount, subject to proof, to the extent they were not paid  
10 for all wages earned prior to termination.

11 47. As a result of Defendant's conduct, Plaintiff and members of the Class  
12 have suffered damages in an amount, subject to proof, to the extent they were not paid  
13 all continuation wages owed under Labor Code § 203.

14 48. Pursuant to Labor Code sections 218, 218.5, and 218.6, Plaintiff and  
15 members of the Class are entitled to recover the full amount of their unpaid wages,  
16 continuation wages under section 203, interest thereon, reasonable attorneys' fees and  
17 costs of suit.

#### 18 **SIXTH CAUSE OF ACTION**

#### 19 **FAILURE TO INDEMNIFY EMPLOYEES FOR NECESSARY EXPENDITURES** 20 **(LABOR CODE § 2802)**

21 49. Plaintiff re-alleges and incorporates by reference the allegations contained in  
22 the preceding paragraphs as though fully set forth herein.

23 50. During the Class Period, pursuant to California Labor Code section 2802,  
24 Defendant was required to indemnify Plaintiff "for all necessary expenditures or losses  
25 incurred by the employee in direct consequence of the discharge of his or her duties."

51. As part of their responsibilities, personal bankers are required to expand  
existing business relationships and acquire new business. During the Class Period,

1 Defendant required its personal bankers including Plaintiff and members of the Class to  
2 solicit clients at their own expense. Specifically, Plaintiff and members of the Class  
3 incurred expenses associated with client acquisition and retention, including the cost of  
4 meals, cell phone usage, home fax machines and home telephone usage, and travel.  
5 These are necessary expenditures incurred by Plaintiff and members of the Class in direct  
6 consequence of the discharge of their duties as personal bankers for Defendant.

7 52. Accordingly, Defendant has failed to provide indemnification to Plaintiff  
8 and members of the Class, in violation of Labor Code section 2802.

9 53. As a consequence of Defendant's actions, Plaintiffs and members of the  
10 Class have been injured and are entitled to reimbursement of necessary expenditures with  
11 interest, and reasonable attorneys' fees, including those provided in California Labor  
12 Code Section 2802, as well as all other available remedies.

### 13 **SEVENTH CAUSE OF ACTION**

#### 14 **UNFAIR COMPETITION (Cal. Bus. & Prof. Code § 17200)**

15 54. Plaintiff re-alleges and incorporate by reference the allegations contained in  
16 the preceding paragraphs as though fully set forth herein.

17 55. California Business & Professions Code section 17200 *et seq.*, provides that  
18 "unfair competition shall mean and include any unlawful, unfair or fraudulent business  
19 act or practice."

20 56. Each and every practice alleged in the Causes of Action above constitute  
21 unlawful, deceptive, and/or unfair competition in violation of section 17200 of the  
22 Business and Professions Code.

23 57. By violating the foregoing statutes, regulations and orders governing wage  
24 and hour issues in California, and by failing to take appropriate measures to address these  
25 violations, Defendant's acts constitute *per se* acts of unlawful, deceptive, and/or unfair  
business practices under California Business and Professions Code section 17200, *et seq.*

58. As a direct, foreseeable, and proximate result of Defendant's acts and omissions alleged herein, Plaintiff and Class members have been deprived of substantial wages to which they are entitled by law, while the Defendant has been unjustly enriched. Accordingly, Defendant must be enjoined from further engaging in these practices as more fully set forth below.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiff RUZICA MIZUTANI, individually and on behalf of members of the Class, prays for judgment against Defendant, and each of them, as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. That Defendant be ordered and enjoined to make restitution to the class due to their unfair competition, including disgorgement of their wrongfully-withheld wages, penalties and/or penalty wages pursuant to Business & Professions Code section 17200 et seq.;
5. For an order preliminarily and permanently enjoining Defendant from engaging in the practices challenged herein;
6. For all other statutory penalties as provided by law;
7. For punitive and exemplary damages according to proof;
8. For attorneys' fees, interests and costs of suit; and
9. For such other and further relief as the Court may deem just and proper.



1  
2 Dated: February 25, 2011

KABATECK BROWN KELLNER LLP

3  
4 By: 

5 Brian S. Kabateck

6 Richard L. Kellner

7 Karen Liao

8 *Attorney for Plaintiff*  
9 *and the proposed Class*  
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RICHARD L. KELLNER, SBN 171416  
KAREN LIAO, SBN 256072  
KABATECK BROWN KELLNER LLP  
644 S. Figueroa Street  
Los Angeles, California 90017

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RUZICA MIZUTANI, on Behalf of Herself and All  
Others Similarly Situated

PLAINTIFF(S)

v.

CITIBANK, N.A., a National Bank; and DOES 1  
through 10, inclusive

DEFENDANT(S).

CASE NUMBER

CV11-01723 VBF(JCX)

SUMMONS

TO: DEFENDANT(S): CITIBANK, N.A., a National Bank

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Richard L. Kellner, whose address is 644 South Figueroa Street, Los Angeles, CA 90017. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

FEB 28 2011

Dated: \_\_\_\_\_

JULIE PRADO

By: \_\_\_\_\_

Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

RICHARD L. KELLNER, SBN 171416  
KAREN LIAO, SBN 256072  
KABATECK BROWN KELLNER LLP  
644 S. Figueroa Street  
Los Angeles, California 90017

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

RUZICA MIZUTANI, on Behalf of Herself and All  
Others Similarly Situated

PLAINTIFF(S)

v.

CITIBANK, N.A., a National Bank; and DOES 1  
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CV11-01723 VBF(JLK)

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Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ \_\_\_\_\_ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Richard L. Kellner, whose address is 644 South Figueroa Street, Los Angeles, CA 90017. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

FEB 28 2011

Dated: \_\_\_\_\_

Clerk, U.S. District Court

By: \_\_\_\_\_

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> RUZICA MIZUTANI, on Behalf of Herself and All Others Similarly Situated		<b>DEFENDANTS</b> CITIBANK, N.A., a National Bank; and DOES 1 through 10, inclusive	
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)  KABATECK BROWN KELLNER LLP 644 South Figueroa Street Los Angeles, CA 90017		Attorneys (If Known)	

  

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:35%; border: none;">Citizen of This State</td> <td style="width:10%; border: none; text-align: center;"><b>PTF</b></td> <td style="width:10%; border: none; text-align: center;"><b>DEF</b></td> <td style="width:35%; border: none;"></td> <td style="width:10%; border: none; text-align: center;"><b>PTF</b></td> <td style="width:10%; border: none; text-align: center;"><b>DEF</b></td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 1</td> <td style="border: none;">Incorporated or Principal Place of Business in this State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td style="border: none;">Citizen of Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 2</td> <td style="border: none;">Incorporated and Principal Place of Business in Another State</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 5</td> <td style="border: none; text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td style="border: none;">Citizen or Subject of a Foreign Country</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 3</td> <td style="border: none;">Foreign Nation</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> <td style="border: none; text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	<b>PTF</b>	<b>DEF</b>		<b>PTF</b>	<b>DEF</b>		<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5																				
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

  
**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding     ☐ 2 Removed from State Court     ☐ 3 Remanded from Appellate Court     ☐ 4 Reinstated or Reopened     ☐ 5 Transferred from another district (specify):     ☐ 6 Multi-District Litigation     ☐ 7 Appeal to District Judge from Magistrate Judge
   
  
**V. REQUESTED IN COMPLAINT:** JURY DEMAND: ☒ Yes     ☐ No (Check 'Yes' only if demanded in complaint.)  
**CLASS ACTION** under F.R.C.P. 23: ☒ Yes     ☐ No     **MONEY DEMANDED IN COMPLAINT:** \$ \_\_\_\_\_
   
  
**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 Class action for violation of California labor law; diversity jurisdiction under 28 U.S.C. § 1332.
   
  
**VII. NATURE OF SUIT** (Place an X in one box only.)
 

<b>OTHER STATUTES</b> <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	<b>CONTRACT</b> <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise <b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>TORTS</b> <b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>TORTS</b> <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability <b>BANKRUPTCY</b> <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <b>FORFEITURE/PENALTY</b> <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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CV11-01723

FOR OFFICE USE ONLY: Case Number: \_\_\_\_\_

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	New York

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles County	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved.**

**X. SIGNATURE OF ATTORNEY (OR PRO PER):** \_\_\_\_\_

Date February 25, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Valerie Baker Fairbank and the assigned discovery Magistrate Judge is Jacqueline Chooljian.

The case number on all documents filed with the Court should read as follows:

**CV11- 1723 VBF (JCx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.